

EXHIBIT C

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 1

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
MIDLAND/ODESSA DIVISION

_____)	
VIRTAMOVE, CORP.,)	
Plaintiff,)	
)	Case Number:
V.)	7:24-CV-00030
)	
AMAZON.COM, INC.; AMAZON.COM)	
SERVICES LLC; and AMAZON WEB)	
SERVICES, INC.,)	
Defendants.)	
_____)	

30 (b) (6) DEPOSITION OF SUSAN CAMERON
ON BEHALF OF VIRTAMOVE, CORP.

August 27, 2024

11:02 a.m. Eastern Daylight Time

Reported by: Lori J. Goodin, RPR, CRR, RSA,
California CSR #13959

DIGITAL EVIDENCE GROUP
1730 M Street, NW, Suite 812
Washington, D.C. 20036
(202) 232-0646

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 8

1 answer the question before we take the break.

2 Is there any reason why you cannot
3 provide complete and accurate testimony today?

4 A. No.

5 Q. And could you please state your full
6 name for the record?

7 A. Susan Cameron.

8 Q. Any middle name, or no?

9 A. Yes. Hedwig.

10 Q. Hedwig, okay.

11 And where do you live? Just the
12 city. I don't need your address, but just where
13 you reside.

14 A. Sure. Ottawa, Ontario.

15 Q. Okay. And is that where you are
16 today?

17 A. Yes.

18 Q. And are you in an office or are you
19 at home?

20 A. I am in an office.

21 Q. And is that VirtaMove's office?

22 A. I am at the space that VirtaMove

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 9

1 leases, yes.

2 Q. Okay. And, VirtaMove here is
3 VirtaMove, Corporation, which is a Canadian
4 corporation, right?

5 A. Yes.

6 Q. And there is also a VirtaMove, Inc.
7 in the United States; is that true?

8 A. Correct.

9 Q. And what is the relationship between
10 VirtaMove, Corp. in Canada and VirtaMove, Inc. in
11 the United States?

12 A. VirtaMove, Corp. is the parent
13 company. VirtaMove, Inc. in the U.S. is the
14 subsidiary.

15 Q. And do you work for one of those
16 companies?

17 A. Yes.

18 Q. Which one?

19 A. VirtaMove, Corp.

20 Q. So, you have no employment
21 relationship with VirtaMove, Inc.?

22 A. Correct.

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 10

1 Q. And how long have you worked at
2 VirtaMove, Corp.?

3 A. 12 years.

4 Q. And just for the sake of clarity, if
5 I just say VirtaMove, I'm referring to VirtaMove,
6 Corp.

7 If I am talking about the other
8 entity, I will refer to it as VirtaMove, Inc. or
9 VirtaMove USA. Do you understand that?

10 A. Yes.

11 Q. And when we are talking about
12 VirtaMove, Corp., I just want to clarify that
13 there was some predecessor companies.

14 Do you understand that?

15 A. Yes.

16 Q. And can you just explain for the
17 record the names of those predecessor companies?

18 A. Yes. Trigence Corp., AppZero,
19 AppZero Software, and VirtaMove.

20 Q. Okay. And so, if we are talking
21 about VirtaMove, but in a time frame where it had
22 a different name, we might be referring to

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 11

1 Trigence or AppZero, or AppZero Software. Do you
2 understand that?

3 A. Yes.

4 Q. And so when you say you have worked
5 at VirtaMove for 12 years, you first started
6 working at the company when it was operating
7 under a different name, correct?

8 A. Correct.

9 Q. And what was it called when you
10 started working at VirtaMove?

11 A. AppZero Software.

12 Q. Okay. Do you have an understanding
13 of why it went from being AppZero to AppZero
14 Software?

15 A. Yes.

16 Q. Can you explain that?

17 A. My understanding is that the assets
18 of the company were sold and a new company was
19 rolled out. The new company being called AppZero
20 Software.

21 Q. Okay. And what are your
22 responsibilities at VirtaMove?

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 12

1 A. I am responsible for day-to-day
2 accounting, human resources activities, various
3 administration activities.

4 I support the Board of Directors.
5 Document storage and organization, and various
6 other administrative functions.

7 Q. What kind of support do you provide
8 for the Board of Directors?

9 A. I organize board meetings. I assist
10 with creating regular board meeting
11 presentations.

12 Q. Any other support you provide for
13 the Board of Directors?

14 A. Perhaps in the past, travel
15 organization.

16 Q. And what is your title at VirtaMove?

17 A. Office Manager.

18 Q. And has that been your title at --
19 during the entire duration of your employment
20 with VirtaMove?

21 A. Largely, yes.

22 Q. Have you held any other titles?

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 99

1 answer. I will give you a chance to
2 rephrase.

3 THE WITNESS: I won't answer that
4 question.

5 BY MR. ANAPOL:

6 Q. Does VirtaMove have any attorneys
7 other than Russ, August & Kabat that represent
8 them in this case?

9 A. No.

10 Q. When did VirtaMove retain Russ,
11 August & Kabat?

12 MR. TONG: Objection, vague. You
13 can provide a month and year only, if you
14 understand the question.

15 THE WITNESS: I believe it was
16 August of 2023.

17 BY MR. ANAPOL:

18 Q. And in those communications you
19 mentioned with Lumenci, did Randy Taylor
20 participate in those communications?

21 MR. TONG: Objection, foundation.
22 Vague. Calls for privileged information.

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 100

1 Instruct the witness not to answer.

2 THE WITNESS: I won't answer the
3 question.

4 BY MR. ANAPOL:

5 Q. When did Randy Taylor begin working
6 at VirtaMove?

7 A. I don't know. Before I joined. He
8 was certainly counsel for AppZero Software at the
9 time.

10 Q. And, is Mr. Taylor an employee of
11 VirtaMove?

12 A. No. He is a retained counsel.

13 Q. So, he is retained to provide
14 counsel to VirtaMove. Is that what you said?

15 A. Correct.

16 Q. So, he is an outside attorney?

17 A. Correct.

18 Q. And does Mr. Taylor represent
19 VirtaMove in connection with litigation?

20 MR. TONG: Objection. Privileged.

21 Instruct the witness not to answer.

22 THE WITNESS: I won't answer that.

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 117

1 A. Yes.

2 Q. Did you do any broader searches in
3 Greg O'Connor's Google Vault e-mails for AWS?

4 A. I could have put just AWS
5 agreements. But, outside of that, I don't think
6 so.

7 Q. Okay. Do you know somebody named
8 Mark Woodward?

9 A. Yes.

10 Q. And he was the Vice President of
11 Engineering at VirtaMove; is that correct?

12 A. Yes.

13 Q. During what time?

14 A. Mark was with the company from 2006
15 until 2021. He had various titles over the
16 years.

17 Q. Aside from Vice President of
18 Engineering, what titles did he have?

19 A. Software Developer, Director of
20 Engineering or something similar. And then VP of
21 Engineering.

22 Q. Do you know if Mark Woodward ever

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 118

1 signed contracts on behalf of VirtaMove?

2 A. He did from time to time.

3 Q. And he was authorized to do that by
4 VirtaMove?

5 A. Excuse me, he was authorized by
6 whom?

7 Q. By VirtaMove?

8 MR. TONG: Objection, vague.

9 THE WITNESS: Yes.

10 BY MR. ANAPOL:

11 Q. And, do you have any reason -- so,
12 strike that.

13 As part of your preparation to
14 testify today on behalf of VirtaMove, did you
15 investigate VirtaMove's agreements with Amazon?

16 A. I did.

17 Q. And do you have any reason to doubt
18 that Mark Woodward accepted the AWS Partner
19 Network terms on October 20, 2017?

20 A. I have no reason to doubt that, no.

21 Q. Have you personally accessed any AWS
22 services during your time at VirtaMove?

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 119

1 A. Yes.

2 Q. What services?

3 A. We used Amazon cloud services. And

4 I accessed those cloud services for billings to

5 pay the invoices. I believe a virtual machine

6 that I use on a regular basis is hosted by AWS.

7 Other than that, I'm not really

8 sure. That is kind of an IT thing.

9 Q. Okay. And how much are those

10 invoices that you pay? Like just a ballpark

11 amount.

12 A. Roughly, somewhere around, I will

13 say 8,500 Canadian per month.

14 Q. Okay. And do you know what

15 VirtaMove is using those Amazon cloud services to

16 do?

17 A. A little bit. So, I know there is

18 some storage that we use the services for,

19 virtual machines.

20 That is the best I can do.

21 Q. And you personally use one of those

22 virtual machines?

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 120

1 A. Yep.

2 Q. And, have you heard of the AWS
3 Partner Network?

4 A. Yes.

5 Q. What do you know about the AWS
6 Partner Network?

7 A. The name.

8 Q. Did you sign up for an AWS Partner
9 Network account on behalf of VirtaMove in 2021?

10 A. Yes.

11 Q. Who told you to do that?

12 A. So, I have to backtrack.

13 When you asked about communications
14 with AWS.

15 So, I had forgotten that there were
16 two employees at VirtaMove that did work on
17 Marketplace activities, again, in 2021.

18 And I was asked by, it may have been
19 Mark, to create the account.

20 Q. And if it wasn't Mark Woodward, who
21 would it have been?

22 A. It would have been Candace Holland.

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 124

1 A. Not that I can remember.

2 Q. So, why did VirtaMove decide to make
3 its Application Migration and Modernization
4 solution available in the AWS Marketplace?

5 A. I don't think I am the right person
6 to answer that question.

7 Q. You don't know the answer?

8 A. I don't know.

9 Q. So, do you remember what prompted
10 you to register an AWS account for VirtaMove in
11 2021?

12 A. I don't remember but I would have
13 been asked by one of my colleagues to create that
14 account.

15 Q. And do you remember registering for
16 the AWS account in 2021?

17 A. Vaguely. I register for lots of
18 accounts.

19 Q. And do you remember agreeing to the
20 AWS Customer Agreement in March of 2021?

21 A. I don't remember that, no.

22 Q. Do you doubt that you agreed to the

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 125

1 AWS Customer Agreement in March of 2021?

2 A. If it is a click through, where you
3 have to say I agree; is that what you are
4 referring to?

5 Q. It would be something shown on the
6 website when you register.

7 A. Right.

8 MR. TONG: Objection, foundation.

9 There is not a pending question.

10 Could you ask a question?

11 BY MR. ANAPOL:

12 Q. Do you doubt that you agreed to the
13 AWS customer agreement in March of 2021?

14 A. I have no reason to doubt it.

15 Q. Do you have e-mails from 2021
16 relating to your registration of VirtaMove's AWS
17 account?

18 A. I imagine I received some
19 confirmations.

20 Q. And is that an e-mail that you would
21 have kept?

22 A. Probably.

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 126

1 Q. Did you search your e-mails for
2 e-mails from AWS relating to the creation of
3 VirtaMove's AWS account in 2021?

4 A. No, I get a lot of e-mail from AWS.

5 Q. Does anybody at VirtaMove, other
6 than you, know that VirtaMove has an AWS account?

7 A. Has an AWS account?

8 Q. Yes.

9 A. What account do you mean?

10 Q. Well, let's start with the account
11 that you registered.

12 Does anybody other than you, who
13 works at VirtaMove, know about the account you
14 registered on VirtaMove's behalf?

15 A. Yes, I think so.

16 Q. Who else?

17 A. So, our IT manager would be aware of
18 that.

19 Q. Who is that?

20 A. Steven Antonie.

21 Q. And where is Mr. Antonie located?

22 A. He is located in Ottawa, Ontario.

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 127

1 Q. And is there anybody else at

2 VirtaMove who knows about the account that you

3 registered on VirtaMove's behalf?

4 A. Possibly Cedric Burgins.

5 Q. Who is that?

6 A. He is our Director of Technology.

7 Q. Anybody else?

8 A. I don't think so.

9 Q. Does Nigel Stokes know that

10 VirtaMove has an AWS account?

11 A. Probably.

12 Q. Has Nigel Stokes ever asked you to

13 cancel the AWS account?

14 A. No, I don't think so.

15 Q. Has anybody else at VirtaMove asked

16 you to cancel the AWS account?

17 A. No, I don't think so.

18 Q. Do you know who created VirtaMove's

19 listing for V-Maestro on the AWS Marketplace?

20 A. No.

21 Q. You mentioned earlier a

22 nondisclosure agreement with AWS. Do you

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 128

1 remember that?

2 A. Yes.

3 Q. Who executed that nondisclosure
4 agreement on VirtaMove's behalf?

5 A. I don't have a copy of the, any
6 executed nondisclosure agreements from AWS.

7 Q. In the e-mails that you saw about
8 the nondisclosure agreement, do you know who from
9 VirtaMove was involved?

10 A. Yes.

11 Q. Who was it?

12 A. Giovanni Boschi.

13 Q. And, what was Mr. Boschi's role at
14 VirtaMove?

15 A. Chief Technical Officer.

16 Q. And do you know what he was
17 discussing with AWS in connection with the NDA?

18 A. No idea.

19 Q. And what was the date of that NDA?

20 A. Again, I don't have the NDA. We do
21 not have an executed copy of the NDA, so I can't
22 tell you what date it is.

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 129

1 Q. Oh, I'm sorry. What year was
2 Mr. Boschi communicating with Amazon about the
3 NDA?

4 A. I would have to -- it is either 2013
5 or 2014. I'm not sure which year.

6 Q. Okay. So that is the same time
7 period that Mr. O'Connor was having those regular
8 meetings with AWS, as far as you know?

9 A. Yes.

10 Q. All right. Speaking of NDAs, are
11 you aware that VirtaMove executed several NDAs
12 with Sun Microsystems?

13 A. Yes.

14 Q. And did you find copies of those
15 NDAs in VirtaMove's files?

16 A. Yes.

17 Q. And, where in VirtaMove's files did
18 you find those?

19 A. In storage, hard paper copy files.

20 Q. And did those files belong to a
21 particular person or did you just have a general
22 contracts file?

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 210

1 products from the Trigence era right through to
2 the VirtaMove, the V-Migrate era.

3 So, he would have worked on all of
4 the products.

5 Q. Okay. So, what about Craig
6 MacDonald?

7 A. I believe he worked on Trigence's
8 product.

9 But, again, it is all an evolution
10 of the same product. So, just to be clear.

11 Q. Okay. So, you mentioned earlier
12 some pre-suit contacts with AWS. Do you remember
13 that?

14 A. Uh-huh, yes.

15 Q. Are you aware of any pre-suit
16 contacts with any other part of Amazon?

17 A. Not to my knowledge. I am not sure.

18 Q. But, in preparing to testify on that
19 topic, you didn't come across any information
20 about contacts with other Amazon companies,
21 correct?

22 A. I didn't come across it, correct.

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 211

1 Q. Are you aware of a product called
2 V-Maestro?

3 A. Yes.

4 Q. And what is the difference between
5 V-Maestro and V-Migrate?

6 A. As I mentioned, V-Migrate will take
7 an app off of an old legacy unsupported server,
8 for example, migrate that app to a container.

9 At the container stage, the apps are
10 tested to make sure that everything has migrated
11 properly to the container.

12 And then the container, once
13 everything has been tested, everything is
14 functioning properly as it should, is dissolved
15 to a new modern supported server.

16 That is what V-Migrate does.

17 V-Maestro is software that is
18 installed on a server system. Maestro will
19 identify servers on the network and will monitor
20 servers for activity for -- not activity, excuse
21 me.

22 Monitor servers and the applications

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 212

1 on those servers, allowing companies to make the
2 best -- their best choices as to what they may or
3 may not want to migrate, but it does give them
4 a -- it gives them a snapshot of their network
5 and the status of the servers.

6 So, monitoring -- identification and
7 monitoring of servers.

8 Q. So, at a very basic level, customers
9 can identify servers with V-Maestro and then
10 migrate applications from those servers using
11 V-Migrate. That is the gist of it?

12 A. Yes, identify and monitor, yes. And
13 then separately they can make decisions and then
14 move to the V-Migrate space which is a separate
15 product.

16 Q. And, how many customers -- well,
17 strike that.

18 Is V-Migrate licensed on a recurring
19 basis or is it a one-time payment?

20 A. V-Migrate is sold as a single-use
21 license.

22 Q. Okay. So, do you know like ballpark

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 213

1 in 2023 how many customers licensed V-Migrate?

2 MR. TONG: Objection, scope.

3 THE WITNESS: I -- no, I did not
4 prepare that information for today.

5 BY MR. ANAPOL:

6 Q. And when VirtaMove licenses
7 V-Migrate, how do they provide that license
8 agreement to their customers?

9 MR. TONG: Objection, scope.

10 THE WITNESS: Provided
11 electronically.

12 BY MR. ANAPOL:

13 Q. And how do customers agree to that
14 license agreement?

15 MR. TONG: Objection, scope.

16 THE WITNESS: In order to launch the
17 product, they need to read the agreement and
18 then click that they agree.

19 BY MR. ANAPOL:

20 Q. And once they click that they agree,
21 they are licensed to use the VirtaMove product?

22 A. That is my understanding. But again

8/27/2024

VirtaMove Corp. v. Amazon.com, Inc., et al Susan Cameron 30(b)(6)

Page 214

1 I'm not a technical person and I have never
2 installed the product myself.

3 Q. Does VirtaMove require customers to
4 sign a paper document or a PDF of the agreement?

5 MR. TONG: Objection, scope.

6 THE WITNESS: No. Not usually, no.

7 BY MR. ANAPOL:

8 Q. Can you think of an instance where a
9 customer signed a paper document or a PDF of a
10 software license agreement with VirtaMove?

11 A. It may have happened once or twice
12 for different purposes, but I couldn't tell you
13 which customer or when it happened.

14 It is very much the exception, not
15 the rule.

16 Q. Have you seen such an agreement?

17 A. Yes.

18 Q. When?

19 A. Within the last year or two.

20 Q. Do you remember the customer
21 involved?

22 A. No, I just said that I didn't.